

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO	PAGE OF 1 16 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. N00164-98-R-0068		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 8 MAY 98		
7. ISSUED BY CONTRACTING OFFICER CODE 1163 BLDG 3251 NAVSURFWARCEMDIV 300 HIGHWAY 361 CRANE IN 47522-5001		CODE N00164		6. REQUISITION/PURCHASE NO. 82F-82-8065-115V+			
8. ADDRESS OFFER TO (If other than Item 7) BID ROOM DEPOSITORY CODE 1163WS BLDG 64 NAVSURFWARCEMDIV 300 HIGHWAY 361 CRANE IN 47522-5001							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg. 64</u> until <u>2:00pm</u> local time <u>8 June 1998</u> . (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME TODD STEINSBERGER		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (812) 854-3706			
11. TABLE OF CONTENTS							
(V)	SEC.	DESCRIPTION	PAGE(S)	(V)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	11
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	16
X	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	6	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K1
X	F	DELIVERIES OR PERFORMANCE	7				
X	G	CONTRACT ADMINISTRATION DATA	9				
X	H	SPECIAL CONTRACT REQUIREMENTS	10	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	L1
				X	M	EVALUATION FACTORS FOR AWARD	M1
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE		
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION "B" - SUPPLIES/SERVICES

<u>Item No.</u>	<u>Description of Supplies/Services</u>	<u>Qty./Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Reqn. No. 82F-82-8065-115V <u>Audio Circuit Card Assembly</u> , P/N: 1161770	7 EA	\$_____	\$_____
0002	Reqn. No. 82F-82-8065-116V <u>Channel Interface Card</u> , P/N: 1156635-7	10 EA	\$_____	\$_____
0003	Reqn. No. 82F-82-8065-117V <u>Dual Audio Module Card</u> , P/N: 1156640-3	30 EA	\$_____	\$_____
0004	Reqn. No. 82F-82-8065-118V <u>Processor Card</u> , P/N: 1161610-3	20 EA	\$_____	\$_____
0005	Reqn. No. 82F-82-8065-119V <u>Relay Switch Card</u> , P/N: 1161620	10 EA	\$_____	\$_____
0006	Reqn. No. 82F-82-8065-120V <u>Power Conditioner Card</u> , P/N: 1161625	5 EA	\$_____	\$_____
0007	Reqn. No. 82F-82-8065-121V <u>System Interface Card</u> , P/N: 1161645	10 EA	\$_____	\$_____
0008	Reqn. No. 82F-82-8065-122V <u>Intgrated Panel Assembly</u> , P/N: 4950445	5 EA	\$_____	\$_____
0009	Reqn. No. 82F-82-8065-123V <u>Intgrated Panel Assembly</u> , P/N: 4950445-1	5 EA	\$_____	\$_____

NOTES:

1. Complete the Standard Commercial Warranty text on page 18 of 20 herein. A copy of the offeror's warranty shall be submitted with the offer.
2. List your Commercial and Government (CAGE) Code and DUNS Number in Block 15a of Page 1.
3. It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCEMDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in Item 9 on page 1 addressed as shown in Item 7 on page 1.
4. **SPECIAL NOTICE** - The Director, Defense Procurement is proposing to revise the DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. *The effective date would be 1 October 1997.* Exceptions to this proposal include purchases made with the Governmentwide commercial purchase card, contracting officers located outside the United States, classified contracts and contracts executed to support contingency or emergency operations. Contractors may register with the CCR on World Wide Web at <http://www.acq.osd.mil/ec> or via dial up modem at **614-692-6788** (user ID: ccrpub; password: pub2ccr1). A paper form for

registration may be requested from the DoD Electronic Commerce Information Center at **1-800-334-3414**.

SECTION "B" - SUPPLIES/SERVICES (Continued)

NOTES: (Continued)

5. EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

END OF SECTION "B"

SECTION "C" - DESCRIPTION(S)/SPECIFICATION(S)/STATEMENT OF WORK

DESCRIPTION
FOR
AN/AIC-34 CIRCUIT CARD ASSEMBLIES

The contractor shall provide all labor, material, resources, management, and facilities to manufacture, fabricate, assemble and test Circuit Card Assemblies in accordance with the Part Nos. specified in Section "B" above.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;
- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;
- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

END OF SECTION "C"

SECTION "D" - PACKAGING AND MARKING

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

- (1) National stock number or manufacturer's part number
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
- (3) Contract number
- (4) Indication that a warranty applies
- (5) Manufacturer or entity (if other than the contractor) providing the warranty
- (6) Date or time when the warranty expires
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

SECTION "D" - PACKAGING AND MARKING (Continued)

PREPARATION FOR DELIVERY

(1) PRESERVATION-PACKAGING. Preservation-packaging for Item(s) 0001-0009 shall be in accordance with the requirements of ASTM 3951-90.

(2) PACKING. Item(s) 0001-0009 preserved-packaged as above shall be packed level ASTM 3951-90.

MARKING FOR SHIPMENT

The Contractor shall mark all shipments under a resulting contract in accordance with the edition of MIL-STD-129M in effect as of the date of the solicitation. Required marking shall include the following items when applicable:

Contract Number
Item Number
Part Number
National Stock Number
Contractor Model Number
Serial Number
Packing Date
Attn: Code 8024

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

WARRANTY NOTIFICATION FOR ITEM(S) 0001 - 0009 - (NAVSEA) (NOV 1996)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00164-_____ TO CONFORM TO DESIGN,
MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN
MATERIAL AND WORKMANSHIP FOR _____ FROM DATE OF
ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY _____ AND PCO.

END OF SECTION "D"

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Inspection of Supplies--Fixed-Price (Aug 1996)	52.246-02
Responsibility for Supplies (Apr 1984)	52.246-16

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION

Item(s) 0001-0009 - Inspection and acceptance shall be made at destination by a representative of the Government.

INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (NAVSURFWARCENDIV)

(a) Initial inspection of the supplies to be furnished hereunder shall be made by the cognizant DCMC inspector at the contractor's or subcontractor's plant located at _____. The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions may not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by NSWC Crane personnel within 14 days after receipt of items.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

END OF SECTION "E"

SECTION "F" - DELIVERIES OR PERFORMANCE

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Stop Work Order (Aug 1989)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.o.b. Destination (Nov 1991)	52.247-34

CLAUSES IN FULL TEXT

TIME OF DELIVERY (Jul 1995) (FAR 52.211-8)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS FROM EFFECTIVE DATE OF CONTRACT</u>
<u>ALL</u>	<u>As specified in Section "B"</u>	<u>120 Days After Contract Award</u>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS FROM EFFECTIVE DATE OF CONTRACT</u>
<u>ALL</u>	<u></u>	<u></u>

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will/may be considered unacceptable and rejected.

NOTE: Accelerated deliveries are acceptable at no additional cost to the Government.

SECTION "F" - DELIVERIES OR PERFORMANCE (Continued)

VARIATION IN QUANTITY (APR 1984) (FAR 52.211-16)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to all CLINs.

DELIVERY LANGUAGE FOR F.O.B. DESTINATION

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER
BLDG 41S CODE 1121
NAVSURFWARCDIV
CRANE, IN 47522-5011
Mark For: Code 8024 (Jim Bays)

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

END OF SECTION "F"

SECTION "G" - CONTRACT ADMINISTRATION DATA

SUBMISSION OF INVOICES (Fixed Price) (Jul 1992)(NAPS 5252.232-9000)

- (a) "Invoices" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with two copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 of SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified in the financial accounting data sheets, and the payment terms.
- (e) The contract shall prepare:
- ☒ a separate invoice for each activity designated to receive the supplies of services.
- ☐ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR of other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

CONTRACT ADMINISTRATION DATA LANGUAGE

- (a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

- (b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE: COMMANDER
 ATTN: CODE 1163WS BLDG 3251
 NAVAL SURFACE WARFARE CENTER
 CRANE DIVISION
 CRANE IN 47522-5011
 Telephone No. 812-854-3706
 E-Mail steinsberger_t@crane.navy.mil

END OF SECTION "G"

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

ADDITIONAL DEFINITIONS (MAY 1993) NAVSEA 5252.202-9101

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

END OF SECTION "H"

SECTION "I" - CONTRACT CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Definitions (Oct 1995)	52.202-01
Gratuities (Apr 1984)	52.203-03
Covenant Against Contingent Fees (Apr 1984)	52.203-05
Restrictions on Subcontractor Sales to the Government (Jul 1995)	52.203-06
Anti-Kickback Procedures (Jul 1995)	52.203-07
Cancellation, Recession, and Recovery of Funds from Illegal or Improper Activity (Jan 1997)	52.203-08
Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	52.203-10
Limitation on Payments to Influence Certain Federal Transactions (Jan 1990)	52.203-12
Printing/Copying Double-Sided on Recycled Paper (Jun 1996)	52.204-04
Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (Jul 1995)	52.209-06
Material Requirements (Oct 1997)	52.211-05
Defense Priority and Allocation Requirements (Sep 1990)	52.211-15
Audit and Records Negotiation (Aug 1996)	52.215-02
Order of Precedence (Oct 1997)	52.215-08
Integrity of Unit Price (Jan 1997)--Alt I (Oct 1997)	52.215-14
Utilization of Small, Small Disadvantaged, and Women Owned Small Business Concerns (Oct 1995)	52.219-08
Walsh-Healey Public Contract Act (Dec 1996)	52.222-20
Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 1998)	52.222-35
Affirmative Action for Handicapped Workers (Apr 1984)	52.222-36
Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)	52.222-37
Clean Air and Water (Apr 1984)	52.223-02
Drug-Free Workplace (Jan 1997)	52.223-06
Toxic Chemical Release Reporting (Oct 1996)	52.223-14
Duty-Free Entry (Apr 1984)	52.225-10
Restrictions on Certain Foreign Purchases (Oct 1996)	52.225-11

SECTION "I" - CONTRACT CLAUSES (Continued)

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Authorization and Consent (Jul 1995)	52.227-01
Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	52.227-02
Federal, State, and Local Taxes (Noncompetitive Contract) (Jan 1991)	52.229-04
Taxes--Contracts performed in U.S. Possessions or Puerto Rico (Apr 1984)	52.229-05
Payments (Apr 1984)	52.232-01
Discounts for Prompt Payment (Apr 1989)	52.232-08
Extras (Apr 1984)	52.232-11
Interest (Jun 1996)	52.232-17
Assignment of Claims (Jan 1986)--Alt I (Apr 1984)	52.232-23
Prompt Payment (Mar 1994)	52.232-25
Mandatory Information for Electronic Funds Transfer Payment (Aug 1996)	52.232-33
Disputes (Oct 1995)	52.233-01
Protest After Award (Aug 1996)	52.233-03
Bankruptcy (Jul 1995)	52.242-13
Changes--Fixed Price (Aug 1987)	52.243-01
Competition in Subcontracting (Dec 1996)	52.244-05
Limitation of Liability (Feb 1997)	52.246-23
Value Engineering (Mar 1989)	52.248-01
Termination for Convenience of the Government (Fixed-Price) (Sep 1996)	52.249-02
Default (Fixed-Price Supply and Service) (Apr 1984)	52.249-08
Computer Generated Forms (Jan 1991)	52.253-01

PART II

<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
Special Prohibition on Employment (Jun 1997)	252.203-7001
Control of Government Personnel Work Product (Apr 1992)	252.204-7003

SECTION "I" – CONTRACT CLAUSES (Continued)

PART II

<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 1995)	252.209-7000
Buy American Act and Balance of Payment Program (Mar 1998)	252.225-7001
Qualifying Country Sources as Subcontractors (Dec 1991)	252.225-7002
Duty-Free Entry—Qualifying Country End Products and Supplies (Mar 1998)	252.225-7009
Duty-Free Entry—Additional Provisions (Mar 1998)	252.225-7010
Preference for Certain Domestic Commodities (Sep 1997)	252.225-7012
Restrictions on Acquisition of Ball and Roller Bearings (Jun 1997)	252.225-7016
Restrictions on Acquisition of Forgings (Jun 1997)	252.225-7025
Secondary Arab Boycott of Israel (Jun 1992)	252.225-7031
Duty-Free Entry—Eligible End Products (Mar 1998)	252.225-7037
Supplemental Cost Principles (Dec 1991)	252.231-7000
Material Management and Accounting System Requirements and Standards (Sep 1996)	252.242-7004
Pricing of Contract Modifications (Dec 1991)	252.243-7001
Request For Equitable Adjustment (Mar 1998)	252.243-7002
Material Inspection and Receiving Report (Dec 1991)	252.246-7000
Transportation of Supplies by Sea (Nov 1995)	252.247-7023

CLAUSES IN FULL TEXT

PROHIBITION OF SEGREGATED FACILITIES (52.222-21) (APR 1984) [(DEVIATION)]

- (6) "Segregated facilities," as used in this **[clause]**, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, **[sex]** or national origin because of **[written or oral policies, or employee custom]**. **[The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes].**
- (6) **[The Contractor agrees]** that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The **[Contractor]** agrees that a breach of this **[clause]** is a violation of the Equal Opportunity Clause in **[this]** contract.
- (6) ©The **[Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."]**

SECTION "I" – CONTRACT CLAUSES (Continued)

EQUAL OPPORTUNITY (APR 1984)(FAR 52.222-26) [DEVIATION]

- (6) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
- (6) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **[It shall not be a violation of E.O.11246 for a contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. See 22.807(b)(4).]**
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—(i) Employment; (ii) Upgrading; (iii) Demotion; (iv) Transfer; (v) Recruitment or recruitment advertising; (vi) Layoff or termination; (vii) Rates of pay or other forms of compensation; and (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisement[s] for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. **[The Contractor shall, within 30 days following the award, file] Standard Form 100 (EEO-1), or any successor form, unless filed within 12 months preceding the date of award.**
- (8) The Contractor shall permit access to its **[premises by the contracting officer or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of conducting on-site compliance reviews and inspecting such] books, records, accounts [and other materials as may be relevant to an] investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.**
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, **[in] the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.**
- (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer] may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

© Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

SECTION "I" – CONTRACT CLAUSES (Continued)

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1998) (FAR 52.244-6)

(6) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

© Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(6) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)

(6) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)

(6) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(6) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

<u>Line Items</u>	<u>National Stock Number</u>	<u>Commercial Item (Y or N)</u>	<u>Sources of Supply</u>			<u>Actual Part No.</u>	<u>Mfg.?</u>
			<u>Company</u>	<u>Address</u>			
(1)	(2)	(3)	(4)	(5)		(6)	

(6) List each deliverable item of supply and item of technical data.

(6) If there is no national stock number, list "none".

(6) Use "Y" if the item is a commercial item; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(6) For items of supply, list all sources. For technical data, list the source.

(6) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

SECTION "I" – CONTRACT CLAUSES (Continued)**SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998) (DFARS 252.225-7008)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act—Trade Agreements—Balance of Payments Program clause or the Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

STANDARD COMMERCIAL WARRANTY (NAVSURFWARCENDIV)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ____ months. (Offeror is to insert number.)

END OF SECTION "I"

THERE IS NO SECTION "J" LIST OF ATTACHMENTS

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

PART I

Title and Date

FAR Paragraph No.

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991) 52.203-11

PROVISIONS IN FULL TEXT

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (JUN 1997) (FAR 52.204-3)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (Continued)

TAXPAYER IDENTIFICATION (JUN 1997) (FAR 52.204-3) (Continued)

(c) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____.

(d) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

WOMEN-OWNED SMALL BUSINESS (OCT 1995) (FAR 52.204-5)

(a) Representation. The offeror represents that it () is, () is not a women-owned small business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (Continued)

ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) (FAR 52.207-4) (Continued)

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (Continued)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5) (Continued)

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

TYPE OF BUSINESS ORGANIZATION (OCT 1997) (FAR 52.215-4)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.
(country)

PLACE OF PERFORMANCE (Oct 1997) (FAR 52.215-6)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility if
Other than Offeror or Respondent

SMALL BUSINESS PROGRAM REPRESENTATION (FEB 1998) (FAR 52.219-1)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 3812.

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned business concern.

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (Continued)

SMALL BUSINESS PROGRAM REPRESENTATION (FEB 1998) (FAR 52.219-1) (Continued)

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121, and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition or program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the act.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (FAR 52.222-22)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS (Continued)

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it / has developed and has on file, / has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it / has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CLEAN AIR AND WATER CERTIFICATION (APR 1984) (FAR 52.223-1)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is / is not / listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)
(DFARS 252.209-7001)

(a) Definitions.

(1) "Significant interest," as used in this provision, means--

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(2) "Government," as used in this provision, includes any agent or instrumentality of that government.

(b) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. If none, leave blank.

<u>Country</u>	<u>Significant Interest</u>
(1) Cuba	_____
(2) Iran	_____
(3) Iraq	_____
(4) Libya	_____
(5) North Korea	_____
(6) Syria	_____

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (Continued)

SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS)(JUN 1997)
(DFARS 252.219-7000)

(a) Definition.

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined in regulations prescribed by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls:

- ☐ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)
- ☐ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)
- ☐ Black American (U.S. Citizen)
- ☐ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)
- ☐ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act
- ☐ Other

(c) Certification.

- (1) The offeror is ☐ is not ☐ a small disadvantaged business concern.
- (2) The Small Business Administration (SBA) has ☐ has not ☐ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror--
 - ☐ Was found by the SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.
 - ☐ Was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small business for the purpose of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and disbarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (Continued)

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991) (DFARS 252.225-7000)

(a) *Definitions.*

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the

United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin

(List only qualifying country end products)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) *Representation.*

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

END OF SECTION "K"

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

PART II

<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
Commercial and Government Entity (CAGE) Code Reporting (Dec 1991)	252.204-7001
Certificate of Competency (Apr 1993)	252.219-7009

PROVISIONS IN FULL TEXT

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998) (FAR 52.204-6)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-33-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) (FAR 52.211-14)

Any contract awarded as a result of this solicitation will be / DX rated order; X / DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a Fixed Price contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mrs. Teresa Brough, Code 1163, Contracting Officer, Crane Division, Naval Surface Warfare Center, Crane IN 47522-5011.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR (Continued)**SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Naval Weapons Support Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 115256.

BUSINESS HOURS

Naval Weapons Support Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

NOTE:

The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page 16 of 16 herein. A Copy of the offeror's warranty shall be submitted with the initial offer.

END OF SECTION "L"

SECTION "M" - EVALUATION FACTORS FOR AWARD

AWARD

Award shall only be upon the determinations that the offer is responsible and that the proposed prices are fair and reasonable.

END OF SECTION "M"
END OF SOLICITATION